

EXHIBIT D

**1ST AMENDMENT and EXTENSION to the
CITY OF ST. LOUIS, DIVISION OF CORRECTIONS
HEALTH SERVICES AGREEMENT**

This 1st Amendment and extension to the Health Services Agreement is made and entered into on the 1st day of November, 2022, by and between the City of St. Louis, Missouri, by and through its Division of Corrections (the "City"), with its principal place of business at the City Justice Center, 200 South Tucker, St. Louis, MO 63102-1152, and CHS TX, Inc. d/b/a YesCare, successor by merger to the rights and obligations of Corizon, LLC ("Contractor") having a business address of 205 Powell Place, Brentwood, TN 37027.

WITNESSETH:

WHEREAS, the City is charged by law with the responsibility for administering, managing and supervising the health care delivery system of the City Justice Center ("CJC") located at 200 South Tucker, St. Louis, MO 63102-1152, and the Medium Security Institution ("MSI"), located at 7600 North Hall Street, St. Louis, MO 63147, (the "Facility" and/or the "Facilities"); and

WHEREAS, the objective of the City is to provide for the delivery of quality health care to Inmates in accordance with applicable law; and

WHEREAS, the Parties entered into a Health Care Services agreement (the "Agreement") on November 1, 2019 to promote this objective; and

WHEREAS, the party providing health care services under the Agreement was Corizon, LLC until May 5, 2022, when, as a result of certain merger transactions, the Agreement became vested in CHS TX, Inc.; and

WHEREAS, the parties now desire to extend the term of the agreement and amend certain terms, specifically related to scope of services and related staffing and compensation.

NOW, THEREFORE, with the intent to be legally bound, and in consideration of the covenants and promises hereinafter made, the parties hereto agree as follows:

1. The parties acknowledge and agree that on this date the general engagement and scope of health care services will only apply to the City Justice Center ("CJC") located at 200 South Tucker, St. Louis, MO 63102.
2. The parties agree to extend the term for the period of November 1, 2022 through November 30, 2022 under the existing terms and conditions of the current health services agreement entered into on November 1, 2019.

3. The Parties agree to extend the term of the Agreement for a one-year period from December 1, 2022 through November 30, 2023 under the new terms and conditions of this amendment as set forth below. One additional extension year is available to the parties from December 1, 2023 through November 30, 2024, unless either party delivers written notice of the non-renewal to the other party at least 90 days prior to the expiration of the then-existing term, in which event this Agreement will terminate upon the expiration of the then-existing term.
4. Effective December 1, 2022, Section 2.2 of the Health Services Agreement shall be deleted in its entirety and shall be replaced as follows:

2.2 Staffing Vacancies. YesCare will credit to the City all positions vacant in excess of 30 consecutive days in accordance with the staffing plan in Appendix C. YesCare will provide the City a monthly summary of vacant positions in accordance with the contracted staffing plan by job class (RN, LPN, etc.). Once a position has been vacant for a period of thirty (30) consecutive days, credit shall be given for actual positions vacant based upon the number of scheduled days vacant (beyond the initial 30 consecutive days) within the calendar month for that position. YesCare will provide a credit memo to the City based upon the renewal agreement's proposed hourly rates per position (to include applicable CPI increases).

A position is deemed vacant when no individual has been hired or contracted to provide services, and has begun working at the facilities. When part-time, temporary, agency, locum, PRN, and overtime are utilized consistently to cover a position, these services will preclude a position from being declared vacant. The computation of vacant days will be provided to the City no later than 30 days following the month of service.

5. Section 11.9 shall be amended to provide that all notices or other communications thereunder shall be deemed to be duly given if by email, facsimile or by certified mail, return receipt requested, postage prepaid on the date posted.

In addition, Section 11.9.a. shall be amended to provide that copies of all communications shall be sent to:

City Counselor's Office
1200 Market Street Room 314
St. Louis, MO 63103
ATTN: City Counselor

The parties acknowledge and agree that all notices or other communications required or permitted to be given under the Agreement be sent in writing to both the City Counselor's Office and the Division of Corrections.

6. The parties acknowledge and agree that on-call services may be provided by a fully licensed, qualified medical provider, to include the Medical Director, a physician, a nurse practitioner or a physician's assistant.
7. The parties acknowledge and agree that the provisions of Article X do not limit or restrict the legal remedies available to the parties in the event of default.
8. Effective December 1, 2022, Appendix B is deleted in its entirety and replaced with the Appendix B dated November 1, 2022 attached and incorporated herein.
9. Effective December 1, 2022, Appendix C shall be deleted in its entirety and replaced with the Appendix C dated December 1, 2022 attached and incorporated herein.
10. Appendix D shall be amended to include item 11. **Quarterly Utilization Reports:**
 - a. Summary Statistical Activity – Offsite Services
 - b. Inpatient Services by Hospital (statistics & graphs)
 - c. Emergency Department Visits by Classification
 - d. Offsite Visits by Medical Class

The Quarterly Utilization Report is attached and incorporated herein as Appendix D.

11. Effective December 1, 2022, Appendix E, Section 1, shall be deleted in its entirety and replaced as follows:

1. STAFFING VACANCIES

Performance Objective: The Provider will fill vacancies for all staff in the contractual staffing plan, within 30 days.

SLA: Compliance at 100% for all mandatory positions

Measurement: Monthly Provider Vacancy Report

Penalty: The daily value of the budgeted salary and benefits of the position vacant for every day for which the position remains vacant beyond 30 days.

The revised Monthly Provider Vacancy Report is attached and incorporated herein as Appendix E.

12. Contractor warrants and represents that CHS TX, Inc. d/b/a YesCare, has assumed all responsibilities, rights, liabilities and obligations of Corizon, LLC, and Corizon Health, Inc., and their successors in interest related to the Health Services Agreement by and


between the City of St. Louis and CHS TX, Inc., and all previous agreements entered into by Corizon LLC, or Corizon Health, Inc. and the City of St. Louis.,

All other terms and conditions of the Health Services Agreement shall remain unchanged and in full force and effect except to the extent modified herein.

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the date the last party executes this Agreement.

For the City of St. Louis:



Commissioner of Corrections 10-28-22
Date

For CHS TX, Inc.:

DocuSigned by:
Tirschwell, Sara 10/26/2022

2328512D518A432...
Authorized Officer Date
Tirschwell, Sara Chief Executive Officer

Printed Name and Title




Comptroller 11/3/22
Date

APPROVED AS TO LEGAL FORM ONLY:



City Counselor 10/31/22
Date

COMPTROLLER'S OFFICE
DOCUMENT # 75031



Register 11/3/2022
Date

Approved: 11/02/2022
BOARD OF ESTIMATE AND APPORTIONMENT


SECRETARY

APPENDIX B: CONTRACT PRICING (effective December 1, 2022)

RATE SCHEDULE

	ANNUAL BASE	MONTHLY PAYMENT
TOTAL	\$7,579,848	\$631,654
VARIABLE PER DIEM	\$1.90	

The City shall be billed \$1.90 per Inmate per day for population in excess 658 Inmates. The City shall receive a credit of \$1.90 per Inmate per day for population below 658 Inmates. The City will provide Inmate counts to YesCare no later than three business days following the month of service.

CJC 4th Floor

In the event the City opens CJC's fourth floor, the City will provide at least sixty days' notice to YesCare if increased staffing is required. YesCare will recruit and retain the following additional positions:

- 4.2 FTE RN
- 0.8 FTE Licensed BHP

Beginning the first day of the month following the 60 days' notice period, the annual base fee, monthly payment, and population threshold will be modified to the following:

	ANNUAL BASE	MONTHLY PAYMENT
TOTAL	\$8,487,852	\$707,321
Population threshold	800 ADP	

CJC Annex

In the event the City opens the CJC Annex, the City will provide at least sixty days' notice to YesCare if increased staffing is required. YesCare will recruit and retain the following additional positions:

- 4.2 FTE RN
- 0.2 FTE Psychiatrist

Beginning the first day of the month following the 60 days’ notice period, YesCare will invoice an additional monthly invoice / annual base fee and population threshold of the following:

	ANNUAL BASE	MONTHLY PAYMENT
TOTAL	\$1,033,272	\$86,106,
Population threshold	165 ADP	

AGGREGATE CAP FOR OFFSITE SERVICES

YesCare will be responsible for payment of all contracted services up to an annual aggregate total of \$750,000. **Should the amount incurred be less than \$750,000, YesCare will refund the City an amount equal to \$750,000 less the cost of contracted services.** Should the amount incurred be in excess of \$750,000 the following risk sharing formula will be utilized:

First \$250,000 above \$750,000: 50% YesCare/50% Division of Corrections

All amounts above \$1,000,000 will be the responsibility of the City.

The following costs are considered contracted medical costs and will be included in the annual aggregate cap calculations:

- Inpatient Hospitalization
- Outpatient Services
- Laboratory Services
- Radiology Services (including mobile x-ray services provided on-site)
- Emergency room Services
- Specialty Care
- Prosthetic Devices
- Medical Treatment of Hepatitis C
- Limited Distribution Drugs and Factors VIII & IX, and similar products for the treatment of bleeding disorders

YesCare will supply a comprehensive accounting of all contracted medical services to the Division of Corrections on a monthly basis, with quarterly reconciliations and billings/credits to the City based upon the trend of actual and anticipated costs. In the event any contract term is less than a full year, the risk sharing limits will be prorated based upon the actual months of service provided.

Within 120 days after the end of the first year of the contract and every year thereafter YesCare will make a payment to the Division of Corrections for any amounts owed to the City of St. Louis

if the total cost of contracted medical services is less than the aggregate cap and the City of St. Louis will make a payment to YesCare for any amounts owed to YesCare for total contracted medical costs exceeding the aggregate cap.

Contracted medical costs may be received after annual settlement payments have been made., The City will be notified monthly of any payments for contracted medical costs after annual settlement payments have been made and YesCare will add to the aggregate total of contracted medical costs for the subsequent year. In the event significant additional payments are made causing a change in the previous settlement split, YesCare and the City will equitably adjust such settlement.

APPENDIX C: STAFFING PLAN (effective December 1, 2022)**ST LOUIS CITY – CJC ADP 658**

CITY JUSTICE CENTER - ADP 658				
Position Name	Licensure or Credentials	FTE's*	Total Hours/Week	Supervised By
Day Shift				
Administrator	RN	1.00	40	Regional VP of Operations
Administrative Assistant		1.00	40	Health Service Administrator
Medical Records Clerk		1.00	40	Health Service Administrator
UM Coordinator		1.00	40	
Medical Director	MD	0.50	20	Regional Medical Director
Midlevel NP/PA**	ARNP	1.00	40	Site Medical Director
Psychiatrist**	MD, CCHP	0.50	20	Regional Psychiatric Director
Dentist**	DDS	0.60	24	Regional Medical Director
Director of Nursing	RN	1.00	40	Health Service Administrator
RN - Charge	RN	1.40	56	Director of Nursing
RN (Intake / H&P)	RN	2.40	96	Director of Nursing
CQI / Nurse Ed / Inf Control		1.00	40	Director of Nursing
LPN	LPN	4.20	168	Director of Nursing
Medical Assistant		1.00	40	Director of Nursing
Pharmacy Tech		1.00	40	Health Service Administrator
Dental Assistant		0.60	24	Dentist / Health Service Administrator
Director of Mental Health	LPC / LCSW	1.00	40	Health Service Administrator / Regional Psychiatric Director
MH Professional	LPC / LCSW	3.30	132	Director of Mental Health
Discharge Planner	BS	1.00	40	Health Service Administrator
Evening Shift				
RN - Charge	RN	1.40	56	Director of Nursing
RN (Intake)	RN	1.40	56	Director of Nursing
LPN	LPN	4.20	168	Director of Nursing
Night Shift				
RN - Charge	RN	1.40	56	Director of Nursing
RN (Intake)	RN	1.40	56	Director of Nursing
LPN	LPN	4.20	168	Director of Nursing
TOTAL				
		38.50	1,540	

* FTE represents 2,080 annually inclusive of paid leave (sick, vacation, holiday, etc.)

** Scheduling is flexible based upon custody requirements and the needs of the population.

ADP Additional 142 – total 800

PROPOSED ST LOUIS CITY – CJC (to be implemented if CJC reopens the 4th floor)

CITY JUSTICE CENTER - ADP ADDITION 142				
Position Name	Licensure or Credentials	FTE's*	Total Hours/Week	Supervised By
Day Shift				
RN - Charge	RN	1.40	56	Director of Nursing
MH Professional	LPC / LCSW	0.80	32	Director of Mental Health
Evening Shift				
RN - Charge	RN	1.40	56	Director of Nursing
Night Shift				
RN - Charge	RN	1.40	56	Director of Nursing
TOTAL		5.00	200	

ADP 165

PROPOSED ST LOUIS CITY – CJC ANNEX (to be implemented if CJC reopened)

CITY JUSTICE CENTER - ANNEX - ADP 165				
Position Name	Licensure or Credentials	FTE's*	Total Hours/Week	Supervised By
Day Shift				
RN - Charge	RN	1.40	56	Director of Nursing
Psychiatrist	MD, CCHP	0.20	8	Regional Psychiatric Director
Evening Shift				
RN - Charge	RN	1.40	56	Director of Nursing
Night Shift				
RN - Charge	RN	1.40	56	Director of Nursing
TOTAL		4.40	176	

Appendix D - 11. Quarterly Utilization Reports

a. Statstical Activity - Offsite Services				
CALENDAR YEAR *	ADP	Hospital Admits / 1000	ER Visits / 1000	OP Referrals / 1000
Year 1	-	-	-	-
Year 2	-	-	-	-
Year 3	-	-	-	-
YTD Year 4	-	-	-	-
* Year 4 includes data thru XX				

b. Inpatient Services by Hospital

<u>Inpatient Facility Costs</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>YTD Year 4</u>
Hospital A	\$ -	\$ -	\$ -	\$ -
Hospital B	\$ -	\$ -	\$ -	\$ -
Hospital C	\$ -	\$ -	\$ -	\$ -
Hospital D	\$ -	\$ -	\$ -	\$ -
Hospital E	\$ -	\$ -	\$ -	\$ -
Total Facility Costs - All Hospitals	\$ -	\$ -	\$ -	\$ -

<u>Inpatient Admissions</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>YTD Year 4</u>
Hospital A	-	-	-	-
Hospital B	-	-	-	-
Hospital C	-	-	-	-
Hospital D	-	-	-	-
Hospital E	-	-	-	-
Total Admissions - All Hospitals	41	23	24	25

<u>Inpatient Facility Cost Per Admission</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>YTD Year 4</u>
Hospital A	\$ -	\$ -	\$ -	\$ -
Hospital B	\$ -	\$ -	\$ -	\$ -
Hospital C	\$ -	\$ -	\$ -	\$ -
Hospital D	\$ -	\$ -	\$ -	\$ -
Hospital E	\$ -	\$ -	\$ -	\$ -
Average Cost Per Admission	\$ -	\$ -	\$ -	\$ -

<u>Inpatient Total Avg Cost Per Admission</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>YTD Year 4</u>
Facility	\$ -	\$ -	\$ -	\$ -
Professional	\$ -	\$ -	\$ -	\$ -
Total	\$ -	\$ -	\$ -	\$ -

Note: Graphs of actual trend data will be provided for:

- Average Cost / Admission – total Facility costs annually
- Average Cost / Admission – total by Hospital

c. ED Visits by Classification

	Year 1			Year 2			Year 3			YTD Year 4		
	Average Cost / Visit	Visits	Total Cost	Average Cost / Visit	Visits	Total Cost	Average Cost / Visit	Visits	Total Cost	Average Cost / Visit	Visits	Total Cost
Medical Description 1												
Medical Description 2												
Medical Description 3												
Medical Description 4												
Medical Description 5												
Medical Description 6												
Medical Description 7												
Medical Description 8												
Medical Description 9												
Medical Description 10												
Medical Description 11												
Medical Description 12												
Medical Description 13												
Medical Description 14												
Medical Description 15												
Medical Description 16												
	-	\$	-	-	\$	-	-	\$	-	-	\$	-

* Represents YTD Year 4 Activity - with three month lag for services

d. Outpatient Visits by Classification

	Year 1		Year 2		Year 3		YTD Year 4	
	# of Events	Total Cost	# of Events	Total Cost	# of Events	Total Cost	# of Events	Total Cost
Medical Description 1								
Medical Description 2								
Medical Description 3								
Medical Description 4								
Medical Description 5								
Medical Description 6								
Medical Description 7								
Medical Description 8								
Medical Description 9								
Medical Description 10								
	-	\$	-	\$	-	\$	-	\$

* Represents YTD Year 4 Activity - with three month lag for services

Appendix E - Monthly Provider Vacancy Report (effective December 1, 2022)

St. Louis City MO
Staffing Paybacks
Jul-22

EXAMPLE



Work Days 21 168
Grace Period 30

Position	Employee Name	Contract FTE's	Hours Required	Hours Provided	PTD Hrs	Total Hours Provided	Term Date	Hours Over/Under Provided	Total Workdays Vacant Prior Month	Workdays Vacant Current Month	Payback Rate	Current Month Staffing Paybacks
Medical Director	Medical Director Name			32.00	16.00	48.00						
	Hrs to Mid-Level											
		0.50	84.00	32.00	16.00	48.00		(36.00)	-	(4.50)	\$ 15.00	\$ -
Mid-Level NP/PA	Midlevel Name 1			116.00	16.00	132.00						
	Hrs from MD											
	Hrs to RN	1.00	168.00	116.00	16.00	132.00		(36.00)	(29.00)	(4.50)	\$ 15.00	\$ (420.00)
Administrator	Administrator Name			196.00		196.00						
	Hrs to DON	1.00	168.00	196.00		196.00		28.00	(22.00)	3.50	\$ 15.00	\$ -
Director of Nursing	DON Name			84.00		84.00						
	Hrs from Administrator											
	Hrs to RN	1.00	168.00	84.00		84.00		(84.00)	(22.00)	(10.50)	\$ 15.00	\$ (300.00)
RN Charge / RN	RN 1			175.00		175.00						
	RN 2			168.00		168.00						
	RN 3			120.00	40.00	160.00						
	RN 4			115.00		115.00						
	RN 5			200.00		200.00						
	RN 6			152.00	16.00	168.00						
	RN 7											
	RN 8											
	RN 9											
	RN 10											
	RN 11											
	RN 12											
	RN 13											
	RN 14											
	RN 15											
	RN 16											
	RN 17											
	RN 18											
	RN 19											
	RN 20											
	RN 21											
	RN 22											
	RN 23											
	Hours from Midlevel											
	Hours from DON	10.40	1,747.20	930.00	56.00	986.00		(761.20)	(228.80)	(95.15)	\$ 15.00	\$ (1,434.00)

LPN	LPN 1	150.00		150.00					
	LPN 2	168.00		168.00					
	LPN 3	178.00		178.00					
	LPN 4								
	LPN 5								
	LPN 6								
	LPN 7								
	LPN 8								
	LPN 9								
	LPN 10								
	LPN 11								
	LPN 12								
	LPN 13								
	Hrs from RN								
	Hrs to MA	12.60	2,116.80	496.00		496.00	(1,620.80)	(363.00)	(202.60) \$ 15.00 \$ (22,752.00)
Pharmacy Technician	Pharm Tech 1								
	Pharm Tech 2	1.00	168.00				(168.00)	(22.00)	(21.00) \$ 15.00 \$ (1,560.00)
Dentist	Dentist Name		65.00			65.00			
	Hrs to Dental Assistant	0.60	100.80	65.00		65.00	(35.80)	(12.60)	(4.48) \$ 15.00 \$ -
Dental Assistant	Dental Assistant Name		24.00			24.00			
	Hrs from Dentist	0.60	100.80	24.00		24.00	(76.80)	(30.00)	(9.60) \$ 15.00 \$ (1,152.00)
Psychiatrist	Psychiatrist Name		84.00			84.00			
	Hrs to MH Director	0.50	84.00	84.00		84.00			\$ 15.00 \$ -
BH Discharge Planner	Discharge Planner Name		80.00	80.00		160.00			
		1.00	168.00	80.00	80.00	160.00	(8.00)	(1.00)	\$ 15.00 \$ -
Behavioral Health Director	MHD Name		180.00			180.00			
	Hrs from Psychiatrist Moved to MHP	1.00	168.00	168.00		168.00			\$ 15.00 \$ -
Behavioral Health Professional	MHP 1		168.00			168.00			
	MHP 2		168.00			168.00			
	MHP 3		126.00	40.00		166.00			
	MHP 4		56.00			56.00			
	MHP 5		64.00			64.00			
	MHP 6								
	MHP 7								
	Moved from MH Director	3.30	554.40	594.00	40.00	634.00	79.60	(63.00)	9.95 \$ 15.00 \$ -
UM Coordinator	UM Coord Name		168.00			168.00			
		1.00	168.00	168.00		168.00			\$ 15.00 \$ -
Admin Assistant	Admin Assist Name		162.00	8.00		170.00			
	Moved to MRC	1.00	168.00	160.00	8.00	168.00		(21.00)	\$ 15.00 \$ -
Medical Assistant	Medical Asst Name		124.00	16.00		140.00			
	Moved from LPN	1.00	168.00	124.00	16.00	140.00	(28.00)	(30.00)	(3.50) \$ 15.00 \$ (420.00)
Medical Records Clerk	MRC Name		140.00	24.00		164.00			
	Moved from AA	1.00	168.00	142.00	24.00	166.00	(2.00)	(0.25)	\$ 15.00 \$ -
Total		38.50	6,468.00	#####	256.00	3,719.00	(2,749.00)	(845.40)	(343.63) \$ (28,038.00)